

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Avishkar Dahiya,
Plaintiff,
v.
Venkata R. Chinni, BizStrides LLC,
Heritage Baby Products LLC, and
Sterling iCapital, LLC,
Defendants.

Case No. 3:15-cv-
Civil Action
COMPLAINT

COMPLAINT

Plaintiff, Avishkar Dahiya, by way of Complaint against the Defendants, say:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action by virtue of 28 U.S. Code § 1331 (federal question subject matter jurisdiction) and by general principles of pendent controversy.
2. Plaintiff Avishkar Dahiya (hereinafter “Plaintiff) is an individual, residing at 33 Chestnut Court, Basking Ridge, N.J. 07920
3. Defendant Venkata R. Chinni is an individual, residing at 249 Kensington Drive,

Morganville, N.J. 07751.

4. Defendant BizStrides LLC is a limited liability company which has its principal place of business located at 91 New England Avenue, Piscataway, N.J. 08854.
5. Defendant Heritage Baby Products LLC, is a limited liability company, which has its principal place of business located at 91 New England Avenue. Piscataway, N.J. 08854.
6. Defendant Sterling iCapital LLC is a limited liability company which, upon information and belief, has its principal place of business at 249 Kensington Drive, Morganville, N.J. 07751.
7. This Court has jurisdiction over this action by virtue of 28 U.S. Code § 1331 (federal question) and by general principles of pendent controversy.

FIRST COUNT

(Violation of 15 U.S.C. §77(e); 15 U.S.C. §77(j); C.F.R. §240.10b-5)

8. Plaintiff repeats and realleges each allegation of paragraphs 1 through 7 of the Complaint as if the same were set forth at length herein.
9. In November 2014, Defendant Venkata R. Chinni (“Chinni”), individually and by and through Defendant and Sterling iCapital LLC, solicited investment funds from Plaintiff, for the stated purpose of loaning funds to Defendant Heritage Baby Products LLC (“Heritage BP”)
10. Chinni made misrepresentations to Plaintiff, include (a) by falsely representing that the invested funds would be used solely for the purpose of acquiring the assets of Heritage BP; (b) by falsely representing that upon Plaintiff making an investment of \$250,000.00 or more, Plaintiff would be appointed as Chief Executive Officer of

Heritage BP; (c) by falsely representing that the invested funds would be repaid to Plaintiff on or before March 31, 2015, with 2% per month interest; and (d) and, upon information and belief, by failing to disclose that one or more members of the Heritage BP management and investment group were under investigation by the U.S. Internal Revenue Service.

11. The three mis representations made by Chinni, as set forth in paragraph 10, were all false. Based on those misrepresentations, Plaintiff on or about November 14, 2014, invested \$130,000.00 with Chinni.
12. In December 2014, Chinni repeated the misrepresentations described in paragraph 10 hereinabove, thereby inducing Plaintiff to on December 23, 2014 invest an additional \$120,000.00 with Chinni.
13. The \$250,000.00 in total investment funds paid by Plaintiff to Chinni were a “security” as defined under Federal law. Chinni caused those funds to be deposited into an account belonging to Defendant Bizstrides LLC.
14. Defendants by their action engaged in (I) Manipulation or Deception (by misrepresentation and/or omission); (ii) which misrepresentations and deceptions were Material, resulting in Chinni defrauding Plaintiff of \$250,000.00; (iii) those misrepresentations and omissions were made in connection with the purchase or sale of securities under Federal law; and (iv) were made with Defendants’ knowledge and scienter. (v) Under applicable Federal law, Plaintiff was a Buyer of a “security” which Defendants were selling; (vi) Plaintiff acted in reliance on the omissions and misrepresentations made by Defendants; (vii) Plaintiff’s loss of \$250,000.00 was incurred as a result of Defendants’ misconduct, omissions, and misrepresentations;

and (viii) Plaintiff accordingly suffered damages of \$250,000.00 plus interest and costs of suit.

15. Despite repeated demands by Plaintiff for compensation of his losses, Defendants have failed and refused to do so.

WHEREFORE, Plaintiff demands judgment against Defendants Chinni, and Sterling iCapital, Bizstrides LLC, and Heritage Baby Products LLC, for:

- (a) The sum of \$250,000.00, plus interest at 2.0% per month as agreed, together with pre-judgment interest from the date payment should have been made;
- (b) attorneys' fees and costs of suit; and
- (c) such other and further relief as this Court may deem proper and just.

MACIAG LAW, LLC
by: /s/ Thaddeus R. Maciag
Thaddeus R. Maciag, Esq.
Attorney for Plaintiff

Date: July 23, 2015

SECOND COUNT
(Breach of Contract)

16. Plaintiff repeats and realleges each allegation of paragraphs 1 through 15 of the Complaint as if the same were set forth at length herein.
17. Defendants Chinni and Heritage BP, in consideration for Plaintiff loaning them \$250,000.00, promised to repay Plaintiff the sum of \$250,000.00 by March 31, 2015, plus 2.0% per month interest.

18. Defendants Chinni and Heritage BP have failed and refused to make those agreed payments.

WHEREFORE, Plaintiff demands judgment against Defendants Chinni and Heritage BP, for:

- (a) The sum of \$250,000.00, plus interest at 2.0% per month as agreed, together with pre-judgment interest from the date payment should have been made;
- (b) attorneys' fees and costs of suit; and
- (c) such other and further relief as this Court may deem proper and just.

MACIAG LAW, LLC
by: /s/ Thaddeus R. Maciag
Thaddeus R. Maciag, Esq.
Attorney for Plaintiff

Date: July 23, 2015

THIRD COUNT

(Unjust Enrichment)

19. Plaintiff repeats and realleges each allegation of paragraphs 1 through 18 of the Complaint as if the same were set forth at length herein.
20. Defendants Chinni, Heritage BP and Bizstrides LLC have been unjustly enriched by the wrongful conversion of Plaintiff's \$250,000.00 to the benefit of Chinni, Heritage BP, and Bizstrides LLC, and by their refusal to pay that sum back on or before March 31, 2015 as agreed.

WHEREFORE, Plaintiff demands judgment against Defendants Chinni and

Heritage BP, for:

- (1) The sum of \$250,000.00, plus interest at 2.0% per month as agreed, together with pre-judgment interest from the date payment should have been made;
- (2) attorneys' fees and costs of suit; and
- (3) such other and further relief as this Court may deem proper and just.

MACIAG LAW, LLC

by: /s/ Thaddeus R. Maciag
Thaddeus R. Maciag, Esq.
Attorney for Plaintiff

Date: July 23, 2015

FOURTH COUNT
(Common-Law Fraud)

21. Plaintiff repeats and realleges each allegation of paragraphs 1 through 20 of the Complaint as if the same were set forth at length herein.
22. In soliciting the \$250,000.00 investment from Plaintiff, Defendants Chinni and Heritage BP made: (1) material misrepresentations of fact, by falsely representing that the investment sums loaned by Plaintiff would be promptly repaid, at \$120,000.00 on or before February 15, 2015, and \$130,000.00 on or before March 30, 2015; (2) made those misrepresentations knowing they were false; (3) made those misrepresentations intending that Plaintiff rely on same; (4) Plaintiff reasonably relied on those misrepresentations, and (5) Plaintiff has as a result of said detrimental reliance suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendants Chinni and Heritage BP, for:

- (a) The sum of \$250,000.00, plus interest at 2.0% per month as agreed, together with pre-judgment interest from the date payment should have been made;
- (b) punitive and exemplary damages as applicable;
- (c) attorneys' fees and costs of suit; and
- (d) such other and further relief as this Court may deem proper and just.


by: /s/ Thaddeus R. Maciag
Thaddeus R. Maciag, Esq.
Attorney for Plaintiff

Date: July 23, 2015

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

I hereby certify that, upon information and belief, the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.


by: /s/ Thaddeus R. Maciag
Thaddeus R. Maciag, Esq.
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475 Wall Street
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Attorney for Plaintiff

Date: July 23, 2015